

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

SCOTTSDALE INSURANCE COMPANY,

Case No. 22-CV-0454 (PJS/LIB)

Plaintiff,

v.

ORDER

TROY MEECH; PEGGY MEECH; and
SCOTT SELLERS,

Defendants.

Alexander V. Tibor and Kurt M. Zitzer, MEAGHER & GEER, P.L.L.P., for
plaintiff.

Troy Meech and Peggy Meech, defendants pro se.

Plaintiff Scottsdale Insurance Company (“Scottsdale”) brought this action seeking a declaration that it owes no duty to defend or indemnify its insureds, Troy and Peggy Meech, in a pending state-court personal-injury action. This matter is before the Court on Scottsdale’s motion for summary judgment. For the reasons stated on the record at the April 24, 2023, hearing, and briefly outlined below, Scottsdale’s motion is granted.¹

The Meeches own and operate a ranch at which they host an annual event called the “Nimrod Bull Bash.” ECF No. 43 at 2. One of the activities during the event is a

¹Defendant Scott Sellers did not respond to Scottsdale’s motion and did not appear at the hearing.

game of “Cowboy Softball,” *id.*, during which participants play softball while bulls are present on the field. Defendant Scott Sellers is pursuing a state-court action against the Meeches for personal injuries that he suffered during a Cowboy Softball game in September 2021. *See* ECF No. 1-1 (state-court complaint).

The insurance policy that Scottsdale issued to the Meeches contains two exclusions relevant to this case: an exclusion for “Athletic or Sports Participants” and a “Special Event Participant Exclusion.” ECF No. 1-2 at 39, 69. The Meeches do not dispute that these exclusions preclude coverage for any injuries suffered by a participant in the Cowboy Softball game. The Meeches likewise do not dispute that Sellers in fact participated in the game. Instead, the Meeches contend that Sellers cannot be considered a participant because he was not authorized to play. The Meeches require all participants to register in advance and sign a waiver. ECF No. 43 at 1. Sellers did neither; instead, according to the Meeches, he entered the field without consent from the Meeches or any agent of the Meeches.

Unfortunately for the Meeches, however, coverage is precluded regardless of whether Sellers’s participation in the softball game was authorized. The language of the “Athletic or Sports Participants” exclusion precludes coverage for “‘bodily injury’ to any person arising out of practicing for or participating in any sports or athletic contest or exhibition that you sponsor.” ECF No. 1-2 at 39. Similarly, the “Special Event

Participant Exclusion” precludes coverage for “bodily injury . . . arising out of . . . [t]he practicing for or participation in any athletic event, contest, [or] game . . . covered by this policy.” ECF No. 1-2 at 69. The former exclusion does not define “participant”; the latter includes a broad definition of “participant,” which includes performers, volunteers, and “any other person taking part” in the activities covered by the exclusion. ECF No. 1-2 at 69. The language of these exclusions plainly covers any person who actually participated in the Cowboy Softball game regardless of whether the person was authorized to do so; there is no language that distinguishes between authorized and unauthorized participants. Accordingly, the Court grants Scottsdale’s motion for summary judgment.

ORDER

Based on the foregoing, and on all of the files, records, and proceedings herein, IT IS HEREBY ORDERED THAT:

1. Plaintiff’s motion for summary judgment [ECF No. 38] is GRANTED.
2. The Court DECLARES that, under Policy Number CPS7431908, effective from August 27, 2021 to August 27, 2022, plaintiff Scottsdale Insurance Company owes no duty to defend or indemnify defendants Scott Meech and Peggy Meech with respect to claims asserted against them by defendant Scott Sellers in Wadena County Case No. 80-CV-22-905.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: April 25, 2023

s/Patrick J. Schiltz

Patrick J. Schiltz, Chief Judge
United States District Court